



SKRIVANEK

I. Preamble

1. These GCTC define the rights and obligations of Skrivanek s.r.o., a limited liability company with its registered seat at Na dolinách 153/22, Praha 4, Company ID No. 60715235, registered in the Commercial Register maintained by the Municipal Court in Prague, File C, Insert 232789, (hereinafter the “Supplier”) and the “Client” related to the adjustment of conditions for providing and ensuring language instruction by the supplier and other rights and obligations not expressly stated in each individual contract (contract on ensuring language instruction) entered into with the Client, and the Client is defined as an individual or legal entity requiring fulfilment in the form of provision of language instruction services and other related activities.
2. This document defines the terms and conditions under which, by virtue of individual contracts or separate partial contracts entered into in accordance with the Contract defining detailed contractual terms and conditions for providing services, the Supplier shall provide the Client with contractual performance (hereinafter referred to as the “Services”) within the scope of its trade licence and business activities, the subject of which shall be in particular language instruction.
3. The Supplier shall provide its services to the Client under the terms specified herein and in the contractual arrangements based on these terms.
4. The Supplier shall provide the Services through its employees, as well as through their contracted external workforce.

II. Written Form of Acts and Delivery

1. Tasks performed in written form for the purposes hereof shall include besides written materials also
 - 1.1 facsimiles (hereinafter also referred to as “faxes”);
 - 1.2 electronic mail (hereinafter also referred to as “e-mail”);
 - 1.3 the Supplier’s electronic order forms (hereinafter also referred to as “order forms”). Should an e-mail or order form be sent from an address other than the one specified in the Contract, the written form shall be deemed to have been maintained if the message contains
 - 1.3.1 the number of the course/order/general Contract allocated by the Supplier, which shall serve as an agreed password for these purposes.
 - 1.3.2 If the e-mail or order form features a course/order/general Contract number course/order/general Contract, it shall be irreversibly deemed by the Parties to have been signed by the relevant Party with the same effect as the Signature specified in Article II. 1.3.1. The Parties shall be liable for any losses incurred by the other Party as a result of abuse of the password.
2. Provided the written documents were sent to the correct postal address, fax number or e-mail address, the day of delivery, or the moment of delivery, shall be, in the case of
 - 2.1 documents:
 - 2.1.1 for items delivered in person, the date of confirmed receipt;
 - 2.1.2 for standard shipments delivered using the services of a postal licence holder, the date of receipt indicated by the addressee on the document;
 - 2.1.3 for items delivered by registered mail via a postal licence holder, the date specified on the delivery confirmation and if the addressee does not retrieve the item from the postal licence holder, the third day after item was placed with the postal licence holder for delivery;
 - 2.2 faxes: the time of error-free transmission as indicated on the confirmation slip printed by the sender’s fax machine;
 - 2.3 e-mail or order form: the time of confirmation by the

addressee of the e-mail or order form, and if such confirmation does not exist and no other form of proof exists either, then the date following the date when the e-mail was sent, if the sender has not received a message about the inability to deliver it.

III. Contracts

1. The agreement between the Client and the Supplier, except as expressly stated herein, shall be established upon confirmation of the Client’s order by the Supplier or upon the signing of a written contract between the Client and the Supplier. The subject of the Contract in the text hereof shall be referred to as needed as the “service(s)” and/or “instruction”.
2. As of the date of effectiveness of the Contract between the Supplier and the Client, all of the arrangements agreed upon herein, even if not expressly referred to in the Contract, shall become its parts as well as parts of each partial contract entered into based on, for example, a framework agreement, with the exception of exclusion of General Commercial Terms and Conditions expressly agreed upon in the specified Contract, and if there is any conflict between the provisions of the Contract and/or any other documents specified in this point, the provisions of the Contract shall be given priority.
3. Except for the usual details required for an order or contract, the parties hereto are required to state:
 - 3.1 specification of the service;
 - 3.2 the global language to which the required service relates;
 - 3.3 specification of the general or specialised focus of the service (such as a focus on terminology in relation to the Client’s scope of activities);
 - 3.4 the volume of demanded services (e.g. the number of students, the number of hours, etc.);
 - 3.5 the required deadline for providing the service or commencement of lessons and their duration;
 - 3.6 the required location of the service performance (such as the instruction location/technical means (instruction provision software));
 - 3.7 both parties’ contact persons.
4. If the enquiry is delivered on working days and during regular working hours (hereinafter referred to as “working hours”) of the Supplier’s relevant office, the Supplier shall send a reply to the Client within an appropriate period regarding the character and scope of the enquiry. In addition to the reply to the enquiry, the Supplier may send to the Client either
 - 4.1 a request to specify the services required in the enquiry or conditions of providing them; or
 - 4.2 an offer to realise the required services and conditions of providing them; or
 - 4.3 a written draft contract, especially in the case of an enquiry with a higher extent of required services (such as providing company language courses, etc.); or
 - 4.4 in the case of an enquiry with a lesser extent of required Services (such as providing an individual language course, etc.) confirmation that the Supplier will provide the services that are required in the enquiry.
5. The Contract between the Client and the Supplier will be established as soon as the parties agree on its entire contents, meaning upon confirmation of the Client’s order by the Supplier or the signing of a separate agreement between the Client and the Supplier.
6. The Contract may only be amended in writing; the rules for the creation of the Contract shall also apply to any amendments of the Contract, as appropriate.
7. The Contract may be terminated:
 - 7.1 by a written agreement between the Client and the Supplier;

(hereinafter also referred to as the "GCTC")

issued pursuant to the provisions of Section 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code

- 7.2 by a written task (withdrawal from the Agreement) and/or under the conditions defined herein or in the Contract (order);
- 7.2.1 in the event that the Supplier or the Client encounters irremovable obstacles preventing fulfilment of obligations after the signing hereof;
- 7.2.2 for the reasons specified in the Contract, in these General Commercial Terms and Conditions and/or in the legal regulation that governs this contractual relationship.
8. The Client is entitled to withdraw from the Contract by a written notice delivered to the Supplier. In such case, the Supplier shall be entitled to demand payment of a cancellation fee by the Client, which shall be due within one week from the date of delivery of the notice about the obligation to pay the cancellation fee with the calculation of its amount. The amount of the cancellation fee shall be set as follows:
- 8.1 in the amount of up to 50% of the price of the service if the Client withdraws from the Contract before the particular service begins being provided, with it agreed that the amount of the cancellation fee shall be at the Supplier's discretion based on already incurred costs for preparation of the service (course) with consideration for objective reasons on the Client's side;
- 8.2 in the amount of 100% of the price of the service (course) without VAT if the Client withdraws from the Contract after the start date of the course, except if there are legitimate objective reasons on the Client's side that prevent the Client from using the services based on the signed Contract; the final amount of the cancellation fee will depend on already provided fulfilment and costs related to services provided so far by the Supplier.

IV. Performance of the Service

1. The Supplier shall perform the Service properly when it is finished in the scope and under the conditions stipulated in the Contract.
2. If the service is provided using electronic means (such as in the form of access to the Supplier's website), the Supplier shall send or give to the Client access data (such as the access password) sufficiently in advance. The Client is obliged to keep these data secret and is responsible for the damages that would occur to the Supplier due to their misuse. Use of access data that have been sent to the Client from any external device shall be ascribed to the Client with a possible record in the relevant database of the Supplier.
3. The Client is obliged to take the Service (lessons) over at the place and in the manner stipulated in the Contract.
4. In case of any force majeure and the Supplier's inability to provide its service (instruction) in the in-person form, the Supplier is entitled to provide its service electronically via the Internet (e.g. via Skype or other remote connection) – online instruction, while its online instruction is considered a fully-fledged replacement for its in-person form. For these purposes, force majeure is considered to be any extraordinary and unavoidable circumstance that prevents the in-person service (instruction) form independently of the Supplier's will and which the Supplier cannot influence in any way, i.e., particularly, but not exclusively, natural disasters, strikes, war, mobilisation, rebellion, pandemic occurrence, imposition of a blanket ban by state authorities, or other unforeseen and unavoidable events.
5. The Client is obliged to confirm to the Supplier the takeover of the Service without delay, while such confirmation is in the case of
- 5.1 classic instruction each student's signature on the attendance sheet;
- 5.2 e-learning lessons confirmation of receipt of the access rights;
- 5.3 online teaching, the acceptance / non-contraindication of the lecturer's completed teaching report in the Supplier's electronic attendance system. For these purposes, their service is considered confirmed if the Client does not contradict the lecturer's report in the Supplier's electronic attendance system within 72 hours from the moment when the lecturer's report was entered into the system.
6. A service, the subject-matter of which are lessons, shall not be considered to have been provided late if the Supplier provides substitute lessons for the lessons cancelled in the manner and for the reasons anticipated in the Contract after the time period determined for the lessons specified in the Contract expires.
7. In the case of a service, the subject of which are lessons, should the Client make it impossible to conduct the duly offered lessons in a different way than is anticipated in the Contract, the Client shall lose the right to be provided with substitute lessons and the Supplier shall be entitled to payment for these lessons at the moment when the Client offered to receive them. The same shall apply if the Client does not confirm to the Supplier the takeover of any different duly performed Service without providing a reason anticipated in the Contract.
8. If the Supplier fails to conduct lessons (e.g. due to a teacher being ill), the arranged lessons that have not been taught shall be taught at a substitute time.
9. If the subject-matter of the Contract is traditional lessons (either individual or group lessons) that are invoiced monthly and retrospectively, then
- 9.1 if an arranged lesson is cancelled at least 24 hours in advance, that lesson shall be considered cancelled and shall not be invoiced to the Client until the limit specified in Article IV 9.4 hereof is reached, unless the Client and the Supplier agree on its substitute performance. This provision does not apply in particular for group semi-annual lessons for the public;
- 9.2 if an arranged lesson is cancelled later than by the time specified in Article IV 9.1, such cancellation will not establish entitlement to a substitute lesson and shall be paid for in the same manner as a lesson that has been taught;
- 9.3 if lessons do not regularly take place on Saturday and Sunday, only working days shall be considered part of the times for cancelling lessons;
- 9.4 The Client is authorised to cancel pursuant to Article IV. 9.1 a maximum of 25% of arranged lessons in one course per month unless stipulated otherwise for situations arranged in advance. The remaining lessons shall be invoiced as properly taught by the Supplier even if they were cancelled in time.

V. Warranty Period, Complaint Periods and Claims Resulting from Liability for Defects in Services

1. A service is defective if it is not provided in compliance with the Contract and the GCTC.
2. The Client is obliged to exert their claims resulting from Service defects in writing without undue delay after they discover them, but at the latest within 7 days from the day when the Service was provided. For this purpose, a service shall be considered to have been provided in the case of
- 2.1 classic instruction each individual lesson hour, regardless of the total agreed length and form of instruction;
- 2.2 e-learning the moment of handover of access rights;
- 2.3 a language audit performance of own testing;
- 2.4 a language examination participation in the examination.
3. Claims resulting from liability for defects shall extinguish if they are asserted for reasons excluded by the Contract and/or these GTC and/or after the expiry of the complaint period.

4. The Client undertakes to submit any complaints relating to the defects of a service in writing without undue delay after discovering the defects. In the complaint, the Client shall specify
 - 4.1 the reason for the complaint;
 - 4.2 clear identification of the service provided (course number, etc.);
 - 4.3 the time and method of discovery of the defect;
 - 4.4 a description of the defect and the frequency of its occurrence, if applicable;
 - 4.5 a possible unmodified audio and/or audio-video recording.
5. Should the complaint be found justified, the Supplier shall provide the Client with either an adequate discount from the price for the service without VAT corresponding with the character and scope of the defects or, if lessons are the subject-matter of the service, substitute lessons and/or a change of instructor; the Client shall choose what they prefer.

VI. Price Provisions, Invoicing and Due Dates

1. If the price is not agreed upon between the Supplier and the Client in advance, the basis for arranging it shall be a quote that the Supplier submits to the Client and that , includes prices and price conditions and/or a method of determining them.
2. The Supplier shall be entitled to ask for a partial or full payment in advance, and for this purpose the Supplier shall be entitled to issue relevant invoices and/or advance invoices to the Client. Unless expressly agreed otherwise in the Contract, the said invoices are issued per Article 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code, and/or advance invoices shall be payable by the due dates indicated on the invoices.
3. Unless expressly specified otherwise, all the prices, as well as any other amounts, shall be deemed to have been listed exclusive of legally required VAT.
4. If the price of a particular service has not been arranged in the Contract, the Supplier shall invoice the Client as a price for such service according to the Supplier's price list; such pricelist shall be effective as at the day on which the service is provided.
5. If an invoice was not issued at the time of ordering the service, individual services shall be invoiced as of the date of the actual taxable transaction and performances provided under Contracts entered into for a longer period of time shall be invoiced as at the last day of the previous month. All underpayments and overpayments, if any, as well as other claims, shall be accounted for on the invoice relating to the following month.
6. The Supplier shall issue to the Client an invoice containing all the particulars of a tax document (hereinafter also referred to as an "invoice"). Individual orders shall be invoiced either at the time of ordering them or as of the date of the taxable transaction and performance provided under Contracts entered into for a longer period of time than one month shall be invoiced monthly for all Services provided in the previous month by the fifteenth day of the month for which the payment is being made.
7. The Client is required to pay the invoice by the due date, which shall always be 14 days from the date of issuance of the invoice, and all payments must be properly identified.
8. If the amount that the Supplier has invoiced is not paid in cash, the date when the relevant amount is credited to the Supplier's account shall be considered the payment date for purposes hereof.
9. In the event of delay with payment, the Client shall be obliged to pay to the Supplier a contractual fine amounting to 0.1% of the amount due for each day of delay.
10. In the event of a delayed payment, the payment, regardless

of the way it is identified by the Client, shall be first set off against the late payment interest and the contractual fines and cancellation fees and only subsequently against the remaining part of the payment in an order corresponding to the due dates thereof.

11. If the Client is delayed with the payment of the invoice for advance, partial or full payments, or if the Client fails to make said payments or any other payments for a period longer than
 - 11.1 30 days from the due date, the Supplier shall be entitled to: withdraw from the Contract with the effects of the withdrawal occurring as of the date of the withdrawal. In the case of Contracts entered into for a longer period of time, all pending partial Contracts entered into as part of a Contract for a longer period of time shall terminate as of the date of withdrawal; and/or
 - 11.2 terminate the contract by notice; and/or
 - 11.3 require the Client to provide security for its present and future receivables; it shall be up to the Supplier's discretion to decide about the suitability and/or adequacy of such measures; and/or
 - 11.4 suspend provision of services to the Client until full payment of owed receivables, including those resulting from the contracts which have not yet been performed, without such suspension being regarded as a breach of the Contract by the Supplier. All time limits specified in the Contracts which have not yet been performed shall be extended by the period by which the Client is delayed with payment.
12. The Supplier is authorised to empower a third party to recover receivables owed by the Client and to assign receivables to a third party.

VII. Principles of Cooperation

1. The Parties undertake to always state the number of the Contract, order or course within their mutual contact.
2. The Client undertakes to provide the Contractor in a timely manner with all background documents, materials and information necessary for the provision of the Service.
3. The Supplier undertakes to inform the Client of circumstances that could threaten timely performance of the Service to the Client; the Supplier shall inform the Client of such circumstance without undue delay from the occurrence of any of the situations described below.
4. The Client is obliged to inform the Supplier without undue delay about any and all circumstances that may affect the performance of their contractual obligations including the obligation to pay the agreed price in a timely manner, as well as about being in the process of liquidation and/or having been adjudicated bankrupt pursuant to the Insolvency Act.

VIII. Special Provisions

1. If while providing a service, the Supplier uses any materials (such as documents with expert text, audio or video recordings) provided by the Client, the Supplier shall not be responsible for any consequences related to breaches of copyright regulations, and any claims are applied by third parties against the Supplier, the Client shall settle such claims and provide the Supplier with all necessary cooperation in order to defend the Supplier's interests.
2. Without the Supplier's express written consent, the client is not permitted to contact the instructor or the auditor (hereinafter referred to as the "instructor") in relation to business matters, particularly those related to the service being currently provided to the Client.
3. During the contact between the Client and the Instructor, the Client is not allowed to discuss with the Instructor matters

(hereinafter also referred to as the “GCTC”)

issued pursuant to the provisions of Section 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code

related to financial and trade terms and conditions of the service, and the Client undertakes to inform the Supplier without undue delay of any new arrangement with the Instructor.

4. The Client is not allowed to enter into any business or similar legal relationships with a Supplier's teacher with whom the Client has come into contact in connection with performance of the Contract (or in relation to another business relationship between the Client and the Supplier regarding translations and interpreting) without the express written consent of the Supplier, nor is the Client allowed to submit enquiries about services to the teacher on their own or through any third party, nor are they allowed to make use of the teacher's offers regarding translating or interpreting services, contact a Supplier's teacher, or provide contact details of a Supplier's teacher to third parties for the duration of the period for which the contract concluded with the Supplier is in effect and for 12 months following the termination of this contract. Furthermore, the Client is not entitled to take any steps that would lead to a direct or indirect breach of this paragraph by the Client or by any other third party. The prohibition under this paragraph does not apply in cases where a Supplier's teacher had demonstrably provided a service to the Client identical with the objects of the Supplier's business before the teacher commenced cooperation with the Supplier.
5. The Client undertakes to avoid any other possible forms of dishonest competition towards the Supplier or any behaviour that would cause detriment to the Supplier.
6. Should the Client violate any of the duties stated in this Article of the General Commercial Terms and Conditions, the Client shall be obliged to pay a contractual fine amounting to CZK 200,000 to the Supplier for each case of breach thereof; this shall also apply to repeated breaches. The contractual fine invoiced by the Supplier to the Client shall be payable within 15 days of the delivery of the invoice, and the fine paid shall not be included in any compensation of incurred losses.

IX. Confidentiality Obligation

1. The Supplier's obligation defined below in this Article shall be applicable if there is no other special confidentiality agreement entered into between the Supplier and the Client, regardless of the way said agreement is titled.
2. The Supplier is obliged to maintain the strictest confidentiality of any and all information concerning:
 - 2.1 a Client the Contractor receives information about during the performance of its activities for the Client;
 - 2.2 the Client's customers and partners the Supplier meets during the performance of its Services;
 - 2.3 the contents of initial materials, if they were provided to them by the Client for providing the service (instruction).
3. The obligation to maintain confidentiality shall not apply to any information which demonstrably has any of the following characteristics:
 - 3.1 it was publicly known or publicly accessible before it was made available to the Supplier;
 - 3.2 the information must be provided to a third party due to an obligation resulting from the applicable legislation and/or the disclosure was ordered by a decision and/or a measure of a public authority with which the Supplier is obliged to comply.

X. Personal Data Processing and Sending of Commercial Communications

1. The contractor collects and maintains an up-to-date database of the contractor's customers, including the client, which contains personal data (including the dates of birth

and birth identification numbers, where applicable), and identification and operating data. The contractor may process these data either manually, or using automated means, directly or via third parties, and use such data in keeping with applicable legal regulations for the purposes specified or permitted by such legal regulations, for the purposes of performing contracts, protecting the contractor's interests and for other agreed purposes.

2. By placing an order and/or concluding a contract, the client acknowledges and agrees to the processing of the client's personal data by the contractor within the meaning of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data in relation to Act No. 110/2019 Coll., on personal data processing. The Supplier shall process only the client's personal data that the contractor may obtain in connection with the contract and the performance thereof, to the extent to which the data are provided in the contract and/or the base documents intended for the provision of a service and/or to which the client will subsequently provide such data to the contractor as part of the performance of the contract.
3. The contractor will use the data to safeguard the contractor's justified interests and for the purpose of performing the contract.
4. By placing an order and/or concluding a contract, the client acknowledges and agrees that the contractor is authorised to send commercial communications to a reasonable extent to the client and inform the client of products originating from the contractor's offering and the offering of their subsidiary and cooperative companies, offer such products to them and, where relevant, survey their satisfaction with existing products.
5. The client understands that the client may at any time withdraw the consent to the sending of commercial communications, and the client was acquainted with the client's rights, in particular
 - the right to access to all the client's personal data that are processed by the contractor;
 - the right to demand rectification, erasure or restriction of processing of the personal data;
 - the right to object with the contractor to personal data processing;
 - the right to file a complaint with the state supervisory authority, which is the Office for Personal Data Protection.
6. By placing an order and/or concluding a contract, the client confirms that the client acquainted himself with the Rules of personal data processing by the contractor as specified in the Information Memorandum posted on the contractor's [website](#).
7. The client understands that should the client have any questions regarding the processing of personal data by the contractor, the client may contact the contractor at the following email address: gdpr@skrivanek.cz.

XI. Termination of the Contract

1. The Contract may be terminated in the manners permitted by applicable legislation and/or in the manners defined in the Contract and/or herein.
2. If the Contract was entered into for an indefinite period, either of the Contracting Parties may withdraw from the Contract. The termination notice period shall be 3 months and will begin running as of the first day of the month following the month in which the termination notice was delivered to the other party.
3. The Client is also entitled to terminate any individual partial courses (orders made on the basis of a concluded general

Contract). The notice period of the individual courses (partial orders) is:

- 4 weeks in case the Client cancels 1 course in a period of one month;
- 8 weeks in case the Client cancels 2 courses in a period of one month;
- 12 weeks if the Client cancels 3 or more courses within a period of one month.

4. Within a period of 3 months, the Client is not as per paragraph 3 of this Article entitled to terminate more than 80% of its ordered courses (partial orders). Any cancellation of its ordered course (partial order) above the set limit this paragraph is invalid.

XII. Final Provisions

1. Unless otherwise specified herein or in the Contract, the contractual relationships established with the Client Act No. 89/2012 Coll., Civil Code and other valid legal regulations and, regardless of whether or not they are appended to the Contract, by these General Commercial Terms and Conditions, which are available at the Supplier's registered headquarters and on the www.skrivanek.cz/en website.
2. By filling in an order or entering into a contract, the Client confirms that they have become familiar with these General Commercial Terms and conditions in their valid wording and agrees with them. In the event of a conflict between the General Commercial Terms and the Contract or an order fulfilled for the Client by the Supplier, the Contract or order shall have priority
3. Should any of the provisions hereof become invalid or unenforceable, such situation shall not affect the validity or enforceability of the other provisions hereof.
4. The wording hereof is binding for the parties hereto and forms and inseparable part of each order and each individual contract entered into between the parties hereto in accordance with Article III hereof.
5. By signing or entering into the Contract, the Client hereby confirms that they have become familiar with the contents of all specified materials as well as other materials of which the Client is aware that are referred to elsewhere herein.
6. The Contractor can change or amend the wording of the GTC. This provision shall not affect the rights and obligations established during the effectiveness of the previous version of these GTC. The current wording of the valid and effective GTC for the Client is available on the Contractor's website. Any changes or amendments to these GTC come into effect as at the date of the issuance of the up-to-date GTC and their publication on the Contractor's website.
7. If the price list or the General Commercial Terms and Conditions are amended, the Supplier shall be obliged to notify the Client in an appropriate manner before the new version becomes effective. An appropriate manner shall be deemed to include in particular:
 - 7.1 publication on the Supplier's www.skrivanek.cz/en website;
 - 7.2 notification of publication sent to the Client's e-mail address;
 - 7.3 sending of the updated version thereof to the Client's e-mail address;
 - 7.4 sending of the updated version thereof in document form to the Client's correspondence address; the method of notification shall be up to the Supplier.
8. These General Commercial Terms and Conditions shall take effect on 1 January 2021.



Pavel Skrivanek, Managing Director